

**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

<b>In Re Terrorist Attacks on September 11, 2001</b>	<b>X</b>	
	:	
	:	<b>03 MDL 1570 (RCC)</b>
	:	<b>ECF Case</b>
<b>CONTINENTAL CASUALTY CO., et al.,</b>	<b>X</b>	
	:	
	:	
<b>Plaintiffs,</b>	:	
	:	
<b>v.</b>	:	<b>Case No. 04-CV-5970 (RCC)</b>
	:	<b>ECF Case</b>
<b>AL QAEDA ISLAMIC ARMY, et al.,</b>	<b>X</b>	
	:	
	:	
<b>Defendants.</b>	:	
	<b>X</b>	

**CONSENT MOTION AND STIPULATION AS TO SERVICE OF PROCESS  
AND EXTENSION OF TIME**

WHEREAS, plaintiffs and Islamic Investment Company of the Gulf (Sharjah) ("IICGS") desire to avoid motion practice regarding service of process, the parties having conferred hereby move the Court to adopt this Stipulation as to Service of Process and Extension of Time to Respond.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between counsel to the respective parties, that the time for IICGS to answer or otherwise respond to the Complaint shall be extended to and through January 14, 2005.

IT IS FURTHER HEREBY STIPULATED AND AGREED that plaintiffs' response to IICGS' responsive pleading, if any, shall be served within forty-five days of receipt of same from defendant's counsel; and that IICGS shall file reply papers within thirty days of receipt of plaintiffs' opposing papers, if any.

IT IS FURTHER HEREBY STIPULATED AND AGREED that IICGS hereby and permanently waives, before this Court and/or any other United States Court in any United States jurisdiction in which proceedings in this action may take place, any and all objections to the form, method, and effectiveness of service, and specifically agrees that service of process upon IICGS by its undersigned counsel and this stipulation will constitute sufficient service of process under the Hague Convention and waives all arguments to the contrary.

IT IS FURTHER HEREBY STIPULATED AND AGREED that IICGS hereby and permanently waives, in any proceeding taking place outside of the United States related to this action, any and all arguments or claims that the form, method, and effectiveness of service in this action by plaintiffs was defective or improper in any way.

IT IS FURTHER HEREBY STIPULATED AND AGREED that this Stipulation is entered into without prejudice to the ability of IICGS to move the Court for an additional extension of time upon or prior to January 14, 2005 and/or to any objections that plaintiffs may make to such a motion.

IT IS FURTHER HEREBY STIPULATED AND AGREED that plaintiffs will move to voluntarily dismiss the named defendant "Abdulkarim Khaled Uusuf Abdulla" pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure by no later than January 14, 2005.

IT IS FURTHER HEREBY STIPULATED AND AGREED that the parties hereto  
reserve all rights and defenses not specifically addressed hereby.

Dated: New York, New York  
December 14, 2004

Respectfully submitted,

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